



Loudoun County, Virginia

INVITATION FOR BID

ROUND HILL VOLUNTEER FIRE & RESCUE COMPANY SLEEPING QUARTERS RENOVATION

ACCEPTANCE DATE: Prior to 4:00 p.m., January 7, 2008 "Local Verizon time"

IFB NUMBER: QQ-01375

ACCEPTANCE PLACE Department of Management and Financial Services
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on December 19, 2007 at 9 a.m. at the Round Hill Volunteer Fire & Rescue Station site, located at 4 Main Street in Round Hill, Virginia for clarification of any questions on the specifications. Plans, specifications, and bid forms may be picked up, at the Division of Procurement, at the Loudoun County Government Center, One Harrison Street, SE, 4th Floor, Leesburg, Virginia, between the hours of 9:00 a.m. and 5:00 p.m. weekdays or by downloading from the website at www.loudoun.gov/procurement. There is no cost for the plans/specifications.

This Invitation for Bid is exempt from the Pre-Qualification process outlined in QQ-01369.

Requests for information related to this Invitation should be directed to:

Cheryl L. Middleton, CPPB

Contracting Officer

(703) 737-8998

(703) 777-5097 (fax)

Email address: Cheryl.Middleton@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: December 10, 2007

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE

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Authorized By: Cheryl L. Middleton, CPPB /s/ Date: 12/10/2007
Contracting Officer

ROUND HILL VOLUNTEER FIRE & RESCUE COMPANY SLEEPING QUARTERS RENOVATION

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain the services of a qualified contractor to renovate approximately 1,000 SF for sleeping quarters at the Round Hill Volunteer Fire & Rescue Company. Round Hill Volunteer Fire & Rescue is located at 4 Main Street in Round Hill, Virginia.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than ten (10) working days prior to the bid opening, request clarification from the County, who will issue a written addendum. Failure to request such a clarification is a waiver of any claim by the bidder for expenses made necessary by reason of later interpretation of the contract requirements by the County.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Office of Capital Construction or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than of the Office of Capital Construction or his authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent (or his designee) and the Contractor.

4.2 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

4.3 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

4.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

4.5 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

4.6 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit

\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Owners' & Contractor' Protective Liability

Policy will be in the name of the County. Minimum limits required are \$1,000,000

E. Coverage Provisions

1. The Contractor shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or

void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.

6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

4.7 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

4.8 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

4.9 Permits

It shall be the responsibility of the successful Contractor(s) to comply with County Ordinances by securing the necessary permits. The building permit has been obtained by the Office of Capital Construction and the Contractor will be required to transfer that permit into their name. All required permits, including trade permits, will be the responsibility of the Contractor. The County shall waive any fees involved in securing permits.

4.10 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

4.11 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

4.12 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.13 Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

4.14 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

4.15 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.16 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

4.17 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

4.18 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

4.19 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the County.

4.20 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

4.21 Invoicing and Payment

At the end of each calendar month, the Contractor shall submit a proper invoice detailing the appropriate work for the progress payment, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

Invoices shall be submitted to:

County of Loudoun, Virginia
Office of Capital Construction
211 Gibson Street
Suite 123
Leesburg, Virginia 20176

Attn: Melissa Poole

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

4.22 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment

and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

4.23 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

4.24 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

4.25 County's Right to Stop Work

If the Contractor fails to correct defective Work as required herein or persistently fails to carry out the Work in accordance with the Contract Documents, the County, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

4.26 County's Right to Carry out Work

4.26.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written Notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy he may have, rectify such deficiencies as outlined in Section 4.27 County's Right to Perform Work and to Award Separate Contracts. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the A/E's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

4.26.2 Neither the County nor the A/E nor their officers, agents, assigns or employees are in any way liable or accountable to the Contractor or his surety for the method by which work performed by the County, or at the County's direction, or any portion thereof, is accomplished or for price paid therefor. Notwithstanding the County's right to carry out a portion of the Work, maintenance and protection of the Work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond and Guarantee of Contractor.

4.27 County's Right to Perform and Award Separate Contracts

4.27.1 The County reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site.

4.27.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate County-Contractor Agreement.

4.28 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the

Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.29 Claims and Disputes Procedure

4.29.1 No claim shall be made under this Contract until and unless the Contractor has failed to obtain a Change Order pursuant to the previous sections of this article. The Contractor shall give the County written Notice of his intent to file a claim within seven (7) calendar days after rejection of his Proposed Change Order.

4.29.2 No claim shall be allowed and no amounts paid for any and all costs incurred if Notice of intent to file a claim is not given to the County as herein provided.

4.29.3 The complete written claim, with all supporting documentation, shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

4.29.4 The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.29.5 No litigation shall be instituted prior to the exhaustion of the aforesaid claims process. The Contractor may not introduce factual matters in such litigation that were not set forth in the aforesaid claims process.

4.30 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.31 Applicable Laws

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

4.32 Construction Contract Performance and Payment Bonds

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

- (a) a performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. The bond shall be in an amount equal to 100% of the price specified in the contract; and
- (b) a payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract.
- (c) a prime contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such subcontractor.

4.33 Changes In The Work

4.33.1 CHANGES

- 4.33.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this section and elsewhere in the Contract Documents. No change in the work covered by the Contract Documents shall be made without prior written approval of the County.
- 4.33.1.2 A Change Order shall be based upon agreement among the County and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor and may be issued by the County, an order for a minor change in work may be issued by the County alone.
- 4.33.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- 4.33.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally

contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the County, the applicable unit prices shall be equitably adjusted.

4.33.2 CHANGE ORDERS

4.33.2.1 A Change Order is a written instrument prepared by the County or the Architect and signed by the County Contractor, stating their agreement upon all of the following:

1. the nature of the change in the Work;
2. the amount of the adjustment in the Contract Sum, if any; and
3. the extent of the adjustment in the Contract Time, if any.

4.33.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 4.28.3.3.

4.33.2.3 If the County requests a change order the Contractor shall respond to the County with a cost and/or time proposal within ten working days. If a change order is being requested by the contractor, the contractor shall first submit notification to the County that a change order will be requested. A change order which is requested by the Contractor shall be submitted within 10 days of the occurrence of the event which gives rise to Contractor's belief that it is entitled to a change in the Contract Sum and/or Contract Time. Such proposed change order shall be supplemented with documentation supporting the proposed change in sufficient time for the County to process the request before commencement of the affected work and prior to the point in time where the Contractor substantially changes his financial or scheduling position in reliance on the proposed change. Upon acceptance of the change order by both parties, the County shall process Proposed Change Orders within five working days if approval is not required by the Board of Supervisors. If Board of Supervisors' approval is required, the County shall process the change order upon approval by the Board (approximately 23 working days). All change orders shall be approved in writing by both parties. If the Contractor shall proceed

with a change in the work without written authorization it shall constitute a waiver by contractor of any claim for an increase in the contract sum and/or contract time on account thereof. In the event an agreement cannot be reached between the County and the Contractor on a proposed Change Order, the County may issue a Construction Change Directive to the proceed with the work.

4.33.3 CONSTRUCTION CHANGE DIRECTIVES

4.33.3.1 A Construction Change Directive is a written order prepared by the County or Architect and signed by the County, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The County may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

4.33.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

4.28.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. unit prices stated in the Contract Documents or subsequently agreed upon;
3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. as provided in Subparagraph 4.28.3.6.

4.33.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and County of the Contractor's agreement or disagreement with the method, if any, provided in the

Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4.33.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

4.33.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Contractor may submit a claim under Section 4.29 of this contract. The claim shall be reviewed and decided on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 4.28.3.3, the Contractor shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 4.28.3.6 shall be limited to the following:

1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. additional costs of supervision and field office personnel directly attributable to the change. There shall be a fixed fee limit for overhead and Profit in accordance with the following Schedule: 1.) If the General Contractor does the work, 10% of the labor and Material costs.

2.) If the work is done through the General Contractor's Subcontractor, the subcontractor involved shall be allowed 10% of the labor and materials cost and the General Contractor shall be allowed 4% of the Subcontractor's total cost. This shall be the complete compensation for "Overhead and Profit" and shall include the costs of supervision, bond, profit, insurance, bookkeeping, clerical, estimating and any other general expense including any delay and impact costs. Proof of payment of increase in bond premium will be required.

4.33.3.7 Pending final determination of cost to the County, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the County for a deletion or Change which results in a net decrease in the Contract Sum shall be actual net cost as Confirmed by the Architect. When both Additions and credits covering related Work.

4.34 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

4.35 Construction Contract Retainages

The contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with not more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract, which provides for similar progress payments shall be subject to the same limitations.

4.36 Guarantee

The Contractor shall be required to correct any condition due to faulty materials or any installation which may occur for a period of one (1) year from the date of completed construction. The contractor shall, at no expense to the County, replace any defective materials during the period of guarantee.

4.37 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Division of Procurement
1 Harrison St, SE 4th FI MSC 41C
Leesburg, VA 20175
Attn: Cheryl L. Middleton

4.38 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contract shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

4.39 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

5.0 INSTRUCTIONS TO BIDDERS

5.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

5.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all bidders to

ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

5.3 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. An onsite inspection will be made available during the Pre-Bid Conference. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract.

5.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

5.5 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

5.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

5.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

5.8 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction contract may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

5.9 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

5.10 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number,) and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

5.11 Delivery

Time is of the essence. Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 9:00 am to 5:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

5.12 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

5.13 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

5.14 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

5.15 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

5.16 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

5.17 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

5.18 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

5.19 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

5.20 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/purchasing) and on the bulletin board located in the

Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

5.21 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

5.22 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

5.23 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

5.24 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

5.25 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

5.26 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

5.27 Construction Contract Bid Security

Bid security shall be required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least 5% of the amount of the bid. When the Invitation for Bid requires security, non-compliance requires that the bid be rejected unless it is

determined that the bid fails to comply in a non-substantial manner with the security requirements.

5.28 Construction Schedule

The work is required to be performed in February 2008 and must be complete and ready for occupancy by February 29, 2008. The specific schedule is as follows:

Bids Due – January 7, 2008

Anticipated Contract Award & Notice of Award – January 11, 2008

Pre-Construction Meeting & Pre-Con Submittals Due – January 25, 2008

Notice to Proceed – February 4, 2008

Technical Submittals Due – February 11, 2008

Project Completion – February 29, 2008



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

6.0 ROUND HILL VOLUNTEER FIRE & RESCUE COMPANY SLEEPING QUARTERS RENOVATION

THE FIRM OF: _____

Address: _____

NOTICE TO BIDDERS: The following required services and supplies shall be provided according to the contract terms and conditions contained herein.
do so shall be ample cause for rejection of bid as non responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

Construction of the Round Hill Volunteer Fire & Rescue Company Sleeping Quarters Renovation in accordance with the specifications and terms and conditions contained herein

Lump Sum \$ _____

The following shall be returned with your bid. Failure to

1. References (on County form) (5.10)
2. Addendums, if any.
3. W-9 (5.25)
4. Insurance Coverage (5.26)
5. FEI number: _____
6. Payment Terms: _____ net 30 or _____ other
7. Bid Bond (5.27)
8. Delivery Within _____ Days After NOA
9. Virginia Contractor's License # _____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

References for:

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01375

Please take the time to mark the appropriate line and return with either your bid or no bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Direct Mail from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01375

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with the Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Management Services •
PO Box 7000 • Leesburg, VA 20177

COUNTY-CONTRACTOR AGREEMENT

QQ-01375

THIS AGREEMENT for the construction of the Round Hill Volunteer Fire & Rescue Company Sleeping Quarters Renovation, herein after referred to as the "Project", executed in three (3) originals, effective this day of _____, 2008, is by and between Loudoun County, Virginia (herein referred to as the "County"), and _____ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the County and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

Attachment 1 – The County's Invitation for Bid No. QQ-01375 dated December 10, 2007, including any addenda.

Attachment 2 – The Contractor's bid dated _____.

Attachment 3 – The Contract Plans and Specifications, including any addenda.

Article 1

ARCHITECT/ENGINEER

1.1 The Architect/Engineer (hereinafter referred to as the "A/E" shall be the Gauthier Alvarado & Associates, provided, however, that the County may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its A/E and so advising the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed.

2.2 Time is of the essence in this agreement.

2.3 The Contractor shall achieve Substantial Completion and occupancy, as defined herein, within fifty (50) calendar days from the date established in the Notice of Award and no later than February 29, 2008. This time period shall be designated the Contract Time. For this contract, the date of Substantial Completion of the Work is the date determined by County when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

2.4 This section does not apply.

2.5 The liquidated damages incurred by the County due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, shall be \$ 200.00 per day for each consecutive calendar day beyond the Contract Time.

2.6 This section does not apply.

2.7 The amount of liquidated damages set forth in Article 2.5 shall be assessed cumulatively. This provision for liquidated damages does not bar County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

Article 3

CONTRACT SUM

3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the County shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars (\$_____) (herein referred to as the "Contract Sum").

Article 4

PROGRESS PAYMENTS

4.1 The Contractor shall provide a Payment Schedule.

4.2 The Contractor hereby agrees that he will deliver to the County a proper invoice for payment in accordance with the provisions of Section 4.21 of the IFB.

Article 5

OTHER REQUIREMENTS

5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee Bond (as described in section 4.32 of the IFB) and Certification of Insurance as required by the Contract Documents.

Article 6

Entire Agreement and Severability

6.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a Modification. Nothing contained in the Contract Documents shall create any contractual relationship between the County, or any agent, consultant, or independent contractor employed by the County and any Subcontractor, Sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.

6.2 In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA
Division of Procurement
1 Harrison Street, S.E. MSC 41C
Leesburg, Virginia 20175
Phone: (703) 777-0403
Fax: (703) 771-5097

Contractor

Phone:
Fax:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____